



CITY OF KIRKLAND, WASHINGTON
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF PARKS AND COMMUNITY SERVICES

REQUEST FOR PROPOSALS

CITY-WIDE URBAN FORESTRY STRATEGIC MANAGEMENT PLAN Job #03-12-PCD



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Funding assistance for this project is provided by the Washington State Department of Natural Resources
Urban and Community Forestry Division and the USDA Forest Service
The USDA is an equal opportunity provider and employer

PROPOSALS ARE BEING SOLICITED FROM QUALIFIED CONTRACTORS TO ASSIST IN CREATING A CITY-WIDE URBAN FORESTRY STRATEGIC MANAGEMENT PLAN.

I. Introduction

The primary mission of a well-developed municipal forestry program is to provide the residents, businesses and visitors of the community a healthy, safe and pleasant environment, especially considering trees' quantifiable contribution to the environment. An urban forestry strategic management plan (Plan) guides the City's actions towards this mission, conveying a vision for this critical resource and identifies the actions needed to achieve the vision. Based on the distinctive character and context of the community, the Plan will help establish consistency and coherence in the City's long-range planning for its urban forest.

II. Intent

The City of Kirkland (City) is seeking qualified professional services (Consultant) to assist the City in preparing a strategic management plan for its urban forestry-related operations, policies and programs. The Plan will serve as a management tool for the City to efficiently and cost-effectively maintain and enhance its urban forest resource and establish priorities towards a sustainable urban forestry program.

III. Background

In June 2011, Kirkland annexed the Finn Hill, North Juanita and Kingsgate areas, nearly doubling the city's area to 18 square miles and significantly increasing its population to over 80,000 citizens, making it the thirteenth largest city in the state.

In 2001 the City conducted its first tree management plan. Kirkland implemented comprehensive tree regulations in 2006 and planned for open space restoration in a *20-Year Forest Restoration Plan*. However, most forestry-related goals outlined in the City's *Natural Resource Management Plan* and all of those listed in the *2001 Tree Management Review* have been achieved. To address the needs of a growing community and to incorporate the recently annexed areas, a new strategic plan is essential to proactively measure, monitor and manage the City's forestry resources.

The City has received a Community Forestry Assistance Grant (Attachment A) in the amount of \$10,000 from the Washington Department of Natural Resources and the USDA Forest Service for the project. Due to staffing/budgetary issues, the project was delayed until January 1, 2012. As a result of the compressed project timeline, the project scope has been limited to the Final Draft document, or 'Phase I'. To produce the best possible product, additional deliverable tasks are listed under 'Phase II' as a continuation of the project. The Consultant shall include these tasks in their proposal; however the associated costs for Phase I and II items must be listed separately. The

cost of Phase II tasks may not exceed an additional \$10,000. The total combined cost of the project shall not exceed \$20,000. The City reserves the option of selecting the task(s) in Phase II to be incorporated into the scope of services and professional services agreement.

The preparation of the Plan will be guided through a Project Team consisting of representatives from the Departments of Planning, Public Works and Parks & Community Services.

IV. Project Scope of Work

To assist in completing an Urban Forestry Strategic Management Plan, the Consultant shall work with the Project Team to refine the Scope of Work and project timelines, specifying the tasks, responsibilities, schedule, deadlines and deliverables as follows:

Phase I – Primary Framework of Plan

1. Map out and assess the City's overall forestry activities and practices, including various departments' roles and responsibilities in permitting, management and maintenance operations via interview or survey, and review of City documents, code/ordinance review, etc. See Project Requirements (Section V) for analysis guidelines. May include comparisons to similar municipalities' forestry programs and resources.
2. Identify interested parties for community engagement and develop a strategy to obtain public input. Target specific groups early in the project via email, focus group discussion, online surveys or other strategies.
3. Provide general recommendations to increase internal efficiencies, reduce costs and liability, and promote better communication and coordination between departments, decision-makers and the community at large. Recommendations should be consistent with City goals and policies.
4. Establish a framework of long-term, comprehensive objectives or goals. Develop a long-range (minimum 20-year) strategic framework supported by incremental (5-year) management plans, with recommended annual operating plans.
5. Specify actions to meet the goals and objectives, identifying who will do what with phases of work coinciding with budget cycles. For example: Recommendations for maintenance operations may define tasks with production/outcome expectations and recommended frequency levels.
6. Framework shall diagram a monitoring and informational feedback loop so that outcomes, effectiveness and efficiency can be measured over time. Include periodic adjustment of goals to reflect updated conditions.

Phase I Deliverables:

- *Two Review Drafts*
- *Final Draft Plan document in Word and pdf format*

Phase II – Continuation of Project Tasks

The following additional tasks are to be included with the Proposal submittal; however as a continuation of the project, the timeline and costs for Phase II Option items must be listed or shown separately from the primary framework of the Plan (Phase I):

1. Provide recommendations on potential program funding sources and partnership opportunities, including consideration of utility funding for urban forestry maintenance operations (similar to Vancouver, WA).
2. Implementation of public engagement process with community stakeholders, citizens, businesses and interested parties with the intent to incorporate the Plan into the City's policy framework. May involve surveys, email, group discussions and/or interviews. Survey data shall be compiled in an electronic file and formatted to insert into the Final Draft Plan.
3. Incorporate data from the public engagement process, create Final Plan Document for public and City Council review/approval
4. Prepare a presentation for review by the City Council and other appointed commissions for approval. Deliverable is a PowerPoint file appropriate for presentation to the Planning Commission and the Kirkland City Council. Consultant is expected to participate in the presentation.
5. Develop an education & outreach strategy for the City-wide Strategic Management Plan, outlining timelines to print the approved Final Plan, update forms and the City's website, give presentations, develop and print handouts and other literature, etc internally and to Kirkland citizens.

Phase II Deliverables:

- *Inclusion of tasks noted in Phase II Final Draft Plan document for review by the Project Team*
- *Final Plan document for City Council review/approval in Word and pdf format*
- *Presentation in PowerPoint slide format*
- *Education and Outreach Strategy in pdf format*
- *Attendance at City Council presentation*

V. Project Requirements

The analysis of the City's forestry activities and practices should be done using the guidelines in *A Model of Urban Forest Sustainability* by James Clark, et al, Journal of American Arboriculture 23(1): January 1997 (Attachment B). The Plan should follow the guidelines established in Section 5 from *A Guide to Community and Urban Forestry*

Programming by the Washington State Department of Commerce and the Evergreen Communities Partnership Taskforce (Attachment C).

Phase I deliverables include two Review Drafts prior to the Final Draft document of a city-wide Urban Forestry Strategic Management Plan. The first draft will be subject to review by the multi-departmental Project Team, three departmental directors, and Project stakeholders (Attachment D). The Final Draft document will be in an electronic file format appropriate for public review.

The Final Draft Plan will be concise and readable to the average citizen. While the majority of the content will be in narrative format, the use of photographs, graphics, tables, charts, insets and bulleted lists of items and other techniques that provide the message more concisely than extensive use of paragraphs and long sentences is preferred. A large font size shall be utilized. The final draft shall be as long as necessary but fewer pages and an uncluttered appearance are preferred. The final draft shall include:

1. Cover page with title and cover photography including City logo, Contractor identification and date of report.
2. Acknowledgements and funding information (to be provided by City), Table of Contents, and Executive Summary.
3. Body of final draft to include an introduction, methodology and other clarifying descriptions for the untrained reader to understand as necessary.
4. Summary - shall include a recommendation for implementing cyclical updates.
5. Appendix (if applicable) – containing supporting data, factsheets, documents and other information that enhance the report.

The Final Draft Plan shall include summaries or references to the City's existing forestry asset inventories, plans, programs, and regulations where applicable, such as the street tree inventory, canopy assessment, the 20-Year Forest Restoration Plan, Natural Resource Management Plan, Tree City USA status, Climate Action Plan, the City's Comprehensive Plan and tree protection codes.

The Final Draft Plan shall include the environmental and economic attributes and benefits of trees (e.g. air quality, property values, energy conservation, wildlife habitat, etc.), and will describe the relationship of trees to surface water attenuation. The Plan shall identify and may incorporate tools to quantify the impacts of the urban forest on surface water attenuation.

The consultant shall submit a Phase II Final Plan review draft for comment by the Project Team. The Phase II Final Plan document shall incorporate the results from the Phase II tasks and be formatted for City Council review/approval.

VI. Proposal Submittal Requirements and Schedule

Firms interested in the project should submit a Project Proposal, which includes a one-page cover letter plus a proposal with a maximum length of six pages of at least 11 point font. The proposal shall include a

1. Summary of the Consultant's qualifications as they relate to the project
2. Description of the Consultant's approach to this project, as described in Section IV under 'Project Scope of Work'. Include general cost estimates for each task.
3. Description of similar projects performed
4. The Consultant shall outline the project and a timeline based on the Estimated Schedule of Activities below, specifying project deadlines between 'Begin Project' to 'Phase II Project Continuation final submittal'. The completion date for the Phase I Final Draft Plan is May 31st, 2012.

ESTIMATED SCHEDULE OF ACTIVITIES:

Task	Date
RFP issued	February 6, 2012
Questions submitted by 4:00pm	February 14, 2012
Proposals due by 4:00 pm	February 23, 2012
Interviews with finalists, if required	TBD
Announce "apparent successful consultant"	March 2, 2012
Begin Project	March 9, 2012
Phase I First Review Draft Plan submittal	TBD
Phase I Second Review Draft Plan submittal	TBD
Phase I Final Draft Plan submittal	May 31, 2012
Begin Phase II Project Continuation	TBD
Phase II Project Continuation Final Plan submittal	TBD

If at any time changes must be made to the approved schedule, the City must be notified immediately.

5. Resumes and references regarding the experience of the personnel who will be assigned to the project. Resumes for each key team member shall be limited to a maximum length of two pages and should be attached as an appendix to the Proposal.
6. Cost summary: the proposed cost of the project may be submitted in hourly wages, estimated number of hours and total dollar amount for the project. Phase I of the project may not exceed \$10,000. Phase II Proposals including the additional Continuation of Project Options must show costs separate from Phase I of the project. Phase II of the project may not exceed \$10,000 without written consent of the City of Kirkland.

7. A list of references knowledgeable of your firm's work, especially those clients with similar projects. Please include telephone numbers and addresses.
8. The City of Kirkland requires the signing of a Professional Services Agreement (Attachment E). Please review the attached agreement; the project does not commence without a completed and notarized Professional Services Agreement. A Contract consists of the Request for Proposals, the submitted Proposal and the City's Professional Services Agreement.
9. The proposal, if mailed or hand-delivered, must be submitted with four copies (total 5 proposals).

Proposals will be accepted by the City of Kirkland's Purchasing Agent until 4:00 p.m., February 23, 2012 and can be sent as email attachment in PDF or MS Word format to: purchasing@kirklandwa.gov. Please reference Job #03-12-PCD in the email's subject line.

Proposals may also be delivered or sent to:

City of Kirkland
Attn: Purchasing Agent, Job #03-12-PCD
123 5th Avenue
Kirkland, WA 98033-6189

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, by email to bscott@kirklandwa.gov

Questions regarding the scope of work, timeframe or deliverables should be addressed to Deb Powers, Urban Forester, by email to dpowers@kirklandwa.gov up to 4:00pm February 14, 2012. After this deadline, all communications between the Contractor and the City shall be with the City's Purchasing Agent.

The proposal, if mailed or hand-delivered, must arrive at the City no later than 4:00 pm on February 23, 2012. Late proposals will not be accepted and will be automatically disqualified from further consideration. Consultants mailing proposals should allow mail delivery time to ensure timely receipt of their proposal by the Purchasing Agent. Consultants assume the risk for the method of delivery chosen.

VII. Selection Process

Proposals will be evaluated by the City to determine which proposal, if any should be accepted in the best interest of the City at its sole discretion reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.

Proposals will not be publicly opened and will be kept strictly confidential during this process. All aspects of the evaluations and any negotiations, including documentation, correspondence and meetings, will be kept confidential by the Evaluation Committee. No information regarding any proposal or its evaluation will be discussed with other companies.

An evaluation team shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal that clearly is the most advantageous offer and is in the best interest of Kirkland. If so, Kirkland may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require Kirkland to award a contract to the lowest cost proposer.

As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range. The competitive range will depend upon the results of the rankings. It may be a clustering of proposals having scores close to one another but widely separated from the others or it may be those proposals that attain scores exceeding a certain threshold.

Proposers falling within the competitive range may be invited to participate in meetings and discussions. Each may be invited for an interview with the Evaluation Committee to discuss both the Technical Proposal and Price Proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or reduce the price, question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of Kirkland.

No information, cost or otherwise, will be provided to any proposer about any competitive proposer's proposal. The meeting discussions will provide guidance to the proposer on how it may adjust its proposal to better fulfill the needs and requirements of Kirkland.

Proposers will not be given any indication of a price they must meet to gain further consideration. Proposers will not be told of their rankings among other proposers. After proposals are received, information regarding the number and identity to the proposers who are in the competitive range and who are participating in the interviews will not be made available to any of the proposers, the public or anyone else who is not required to know.

VIII. Evaluation Criteria

Proposals will be evaluated according to the following criteria, listed in order of importance:

- Specialized experience and technical competence of the firm and its personnel (including a joint venture, associate or professional subcontract). Recent experience and expertise with Urban Forestry Management Plans is highly desirable.
- Problem identification to accomplish the work required including, where appropriate, demonstrated capability to explore and develop innovative or advanced techniques and design.
- Proposed cost to perform the work.
- Capacity to perform the work (including any specialized services) within the time limitations, considering the firm's current and planned workload.
- Past record of performance on contracts with Kirkland, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to adhere to schedules, cooperation, responsiveness, compliance with DBE utilization requirements, and other management and attitudinal considerations.
- Familiarity with types of problems applicable to the project

IX. Special Conditions

CONFIDENTIALITY OF PROPOSALS

Confidentiality of proposals is considered by KIRKLAND as an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be guaranteed under the State Public Disclosure Act, Chapter 42.17 RCW.

If a member of the public demands in writing to review portions of proposals which have been marked or identified as confidential, proprietary or business secrets, KIRKLAND will notify the affected proposer prior to releasing such portions. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice from KIRKLAND of a demand to review such portions of its proposal and provided KIRKLAND written notice of the actions, KIRKLAND may make such portions available for review and copying by the public as KIRKLAND deems necessary to comply with state law.

The proposer asserting that portions of its proposal are legally protectable shall bear all costs of defending such assertion, including indemnifying and reimbursing KIRKLAND for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments under RCW 42.17.340(3). By submitting a proposal with portions marked confidential, proprietary, business secrets or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

REJECTION OF PROPOSALS

Kirkland reserves the right to reject any or all proposals. This Request for Proposal does not obligate Kirkland to enter into a contract for the described services.

PROPERTY RIGHTS

All records or papers of any sort relating to Kirkland and to the project will at all times be the property of Kirkland and shall be surrendered to Kirkland upon demand. All information concerning Kirkland and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time disclose that information without the express written consent of Kirkland.

CONTRACTOR RELATIONSHIP

- a. The Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of Kirkland, and shall not be entitled to any of the usual benefits incident to employment with Kirkland.
- b. Any and all employees of the Contractor, while engaged in the performance of any work or service required by the Contractor under this Agreement, shall be considered employees of the Contractor only and not of Kirkland and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

WAGE AND HOURS LAW COMPLIANCE

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times hold Kirkland free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

SOCIAL SECURITY AND OTHER TAXES

Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

ATTORNEYS' FEES

If Kirkland brings any action or suit relating to the enforcement of this Agreement or asking for any relief against Contractor, declaratory or otherwise, arising out of this Agreement or if Contractor brings any action or suit against Kirkland, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorneys' fees and costs and expenses expended or incurred in connection with any such suit or action.

Attachments:

- (A) Community Forestry Assistance Grant Narrative
- (B) *A Model of Urban Forest Sustainability*
- (C) *A Guide to Community and Urban Forestry Programming*
- (D) Project Stakeholders' Letters of Support
- (E) Professional Services Agreement